

04-10-2002

FORM PTO-1594  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. P.

102049627

creof.

1. Name of conveying party(ies): Anchor Glass Container Corporation

49

Name and address of receiving party(ies):

Name: Hearthmark, Inc. d/b/a Alltrista Consumer Products Co.

Internal Address: \_\_\_\_\_

Street Address: 345 High Street, Suite 201City: Muncie State: Indiana Zip: 47305-2398

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State DELAWARE  
☐ Other \_\_\_\_\_

3:29.02

Additional name(s) of conveying parties(ies) attached: ☐ Yes ☒ No

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: July 10, 2001☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☒ Corporation-State Indiana☐ Other \_\_\_\_\_If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

1,300,589

B. Trademark registration No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Angela FifelskiInternal Address: ICE MILLERStreet Address: One American Square, Box 82001City: Indianapolis State: Indiana ZIP: 462826. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41): \$40.00☒ Enclosed☐ Authorized to be charged to deposit account8. Deposit account number: 09-0007

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Russell E. Fowler, II  
Name of Person SigningRussell E. Fowler II  
Signature3/20/02  
DateTotal number of pages including cover sheet: 2

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

04/09/2002 LNUELLER 00000024 1300589

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40.00 OP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

953131.1

TRADEMARK  
REEL: 002479 FRAME: 0533

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is hereby entered into and effective the 20<sup>th</sup> day of June, 2001, by and between **ANCHOR GLASS CONTAINER CORPORATION**, A Delaware corporation, having an office at 4343 Anchor Plaza Parkway, 1 Anchor Plaza, Tampa, Florida 33634 (the "ASSIGNOR"), and **HEARTHMARK, INC. d/b/a ALLTRISTA CONSUMER PRODUCTS COMPANY**, an Indiana corporation having an office at 345 High Street, Suite 201, Muncie, Indiana 47305-2398 (the "ASSIGNEE").

WHEREAS, ASSIGNOR, Alltrista Corporation and ASIGNEE are parties to that certain Trademark License Agreement dated October 1, 1997 (the "License Agreement"); and

WHEREAS, contemporaneously with the execution of this Trademark Assignment, the parties to the License Agreement intend to terminate all of their respective rights and obligations under the License Agreement as provided for in the Trademark License Termination Agreement attached hereto and marked Exhibit A; and

WHEREAS, ASSIGNOR, subject to the License Agreement is the owner of the entire right, title and interest in and to the following trademark registration that has been issued by the U.S. Patent and Trademark Office (hereinafter referred to as the "Mark"):

<u>Trademark</u>	<u>Goods</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
GOLDEN HARVEST (and Design)	Glass Jars	1,300,589	October 16, 1984

WHEREAS, ASSIGNEE is desirous of acquiring the Mark, as well as all other common law rights, world-wide rights and other applications and registrations for the Mark owned by ASSIGNOR;

NOW, THEREFORE, for goods and valuable consideration, the receipt and sufficiency of which are acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to the Mark, together with the goodwill of the business associated with out symbolized by the Mark and all common law rights, world-wide rights and other applications or registrations for the Mark owned by ASSIGNOR, and including the right to sue and collect damages for any past infringements of the Mark. ASSIGNOR shall also fully cooperate with ASSIGNEE in recording this Assignment, including promptly executing any and all documents necessary to recor5d and fully effectuate this Assignment.

ASSIGNOR hereby represents and warrants that: (a) upon the execution and delivery of the Trademark License Termination Agreement, it is the sole owner of all

right, title and interest in and to the Mark, free and clear of all liens and encumbrances, and that no assignment, encumbrance, or security interest has been or will be made or entered into which would conflict with this assignment; (b) the undersigned has sufficient authority to execute this Agreement on behalf of ASSIGNOR; and (c) the Mark does not infringe any valid rights of any third party, and that to the best of ASSIGNEE'S knowledge, information and belief, there are no actions for infringement against ASSIGNOR with respect to the Mark anywhere in the world.

ASSIGNOR agrees to indemnify, defend, or otherwise hold harmless ASSIGNEE against all costs, expenses and losses (including reasonable attorney's fees) incurred through claims of third parties based on a breach by ASSIGNOR of any representation or warranty made in this Assignment.

ASSIGNOR and ASSIGNEE acknowledge and agree that this Assignment may be executed in counterparts, and each fully executed counterpart shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

"ASSIGNOR"  
ANCHOR GLASS CONTAINER  
CORPORATION

By: 

GREG SINATRO

Name

V.P. FOOD INDUSTRY

Title

JULY 10, 2001

Date

"ASSIGNEE"  
HEARTHMARK, INC.  
d/b/a ALLTRISTA CONSUMER  
PRODUCTS COMPANY

By: 

John A. Metz

Name

President

Title

July 12, 2001

Date

TRADEMARK

REEL: 002479 FRAME: 0535

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH ) SS:

Subscribed and sworn to before me, a Notary Public, in and for said County and  
State, this 10<sup>th</sup> day of July, 2001.

Heather L. Valenta

Signature of Notary Public

Heather L. Valenta

Printed

Notary Public

[NOTARY SEAL]

Notary's County of Residence: PINELLAS

Notary's Commission Expires: 1/30/2004



March 20, 2002

WRITER'S DIRECT NUMBER: (317) 236-5804  
internet:fowler@icemiller.com

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231 on 3/20/02

(Date of Deposit)

Box Assignments - FEE  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Patsy Fonseca  
Printed or Typed Name of the Person Signing the Certificate

Patsy Fonseca  
Signature

3/20/02  
Date of Signature

Re: Recordation of Assignment of Trademark  
Mark: GOLDEN HARVEST  
Filing Date: August 10, 1982  
Reg. No.: 1,300,589  
Our File No.: T02259-US-0 (13929.0006)

To Whom It May Concern:

Enclosed for recordation is an Assignment of Trademark (accompanied by a Cover Sheet), along with a check in the amount of \$40.00 to pay the recordation fee. You are hereby authorized to charge any underpayment of fees for this filing to Deposit Account No. 09-0007. When doing so, please refer to our client number T02259-US-0 (13929.0006).

March 20, 2002

Page 2

Please record this assignment at your earliest convenience. Please feel free to call the undersigned if you have any questions regarding this filing.

Respectfully submitted,

ICE MILLER

A handwritten signature in black ink, appearing to read "Russ Fowler", with a long horizontal flourish extending to the right.

Russell E. Fowler, II

REF/pgf

Enclosures: Transmittal Letter  
Assignment of Trademark  
Recordation Form Cover Sheet  
Check in the amount of \$40.00  
Return postcard